

<i>SERFF Tracking Number:</i>	<i>ALLD-127797039</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allianz Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	<i>50219</i>
<i>Company Tracking Number:</i>	<i>ALLIANZ 365I R95331</i>		
<i>TOI:</i>	<i>A07I Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A07I.001 Equity Indexed</i>
<i>Product Name:</i>	<i>Allianz 365i R95331</i>		
<i>Project Name/Number:</i>	<i>Allianz 365i R95331/Allianz 365i R95331</i>		

## Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: Allianz 365i R95331

SERFF Tr Num: ALLD-127797039 State: Arkansas

TOI: A07I Individual Annuities - Special

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50219

Sub-TOI: A07I.001 Equity Indexed

Co Tr Num: ALLIANZ 365I R95331 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Erin Hadrits, Patricia  
Evans

Disposition Date: 11/10/2011

Date Submitted: 11/08/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Allianz 365i R95331

Status of Filing in Domicile: Pending

Project Number: Allianz 365i R95331

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 11/10/2011

State Status Changed: 11/10/2011

Deemer Date:

Created By: Patricia Evans

Submitted By: Patricia Evans

Corresponding Filing Tracking Number:

Filing Description:

Re: Allianz Life Insurance Company of North America/ NAIC # 90611 / FEIN #41-1366075

Individual Annuity Filing – R95331 et al

The following forms are enclosed for your review.

R95331 Income Maximizer Rider

R95333 Select Index Allocation Rider

R95334 Death Benefit Enhancement Rider

SERFF Tracking Number: ALLD-127797039 State: Arkansas  
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 50219  
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#### CS95331 Rider Contract Schedule

The above referenced forms are new and do not supersede any previously filed forms and may be used with other forms approved in the future. These forms will be sold through independently licensed agents in all markets. These forms are being filed concurrently in Minnesota, our state of domicile. The effective date will be determined by your approval.

The forms are submitted in final printed format except for slight font and formatting variations that may occur due to Allianz Life product printer configurations. Allianz Life takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

Form R95331 is an optional Income Maximizer Rider intended to be issued with contract form C52575, previously approved by the Department on 7/31/2008 under SERFF #ALLD-125744313 and state tr. #39707 and other contracts that may be approved in the future. This rider provides guaranteed lifetime withdrawals based on the protected income value. We may credit a protected income value credit to the protected income value at the end of each contract year before lifetime withdrawals begin. Lifetime withdrawals are based on the annual maximum. The annual maximum amount is based on the owner's selection of Option 1, Option 2, or Option 3. There is a charge for this rider that will decrease both the accumulation value and guaranteed minimum value. Please note that there is bracketing in the rider to denote variability and provides us with the ability to ensure the proper use of non-qualified tax interpretation on certain ownership structures.

Form R95333 is a Select Index Allocation Rider intended to be issued with contract form C52575 and other contracts that may be approved in the future. This rider allows contract owners to receive a higher index cap. Contract owners can allocate part or all of their Accumulation Value to a Select Index Allocation. Contract owners are free to switch into and out of the allocation options each policy year. A rider charge is only assessed when the Accumulation Value is allocated to a Select Index Allocation.

Form R95334 is a Death Benefit Enhancement Rider intended to be issued with contract form C52575 and other contracts that may be approved in the future. This rider provides for an enhanced death benefit amount upon the death of the owner. There is no charge for this rider.

Form CS95331 is the rider contract schedule for rider forms R95331 and R95334. The form lists variables associated with the riders. Please refer to the enclosed Statement of Variability for details.

Thank you for your consideration of this filing. If you have any questions, or if you need additional information to complete your review, please call me at 800.328.5601, extension 47135, send a fax to me at 763.765.6306, or send a note electronically to me at [patricia.evans@allianzlife.com](mailto:patricia.evans@allianzlife.com).

SERFF Tracking Number:	ALLD-127797039	State:	Arkansas
Filing Company:	Allianz Life Insurance Company of North America	State Tracking Number:	50219
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TOI:	A07I Individual Annuities - Special	Sub-TOI:	A07I.001 Equity Indexed
Product Name:	Allianz 365i R95331		
Project Name/Number:	Allianz 365i R95331/Allianz 365i R95331		

Sincerely,

Patricia Evans  
Product Filing Analyst  
Allianz Life Insurance Company of North America

## Company and Contact

### Filing Contact Information

Patricia Evans, Compliance Analyst	Patricia.Evans@Allianzlife.com
5701 Golden Hills Drive	763-765-7135 [Phone]
Minneapolis, MN 55416	763-765-6306 [FAX]

### Filing Company Information

Allianz Life Insurance Company of North America	CoCode: 90611	State of Domicile: Minnesota
5701 Golden Hills Drive	Group Code: 761	Company Type: 04
Minneapolis, MN 55416-1297	Group Name:	State ID Number:
(800) 328-5601 ext. [Phone]	FEIN Number: 41-1366075	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	Four forms @ \$50.00/form = \$200.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allianz Life Insurance Company of North America	\$200.00	11/08/2011	53583532

<i>SERFF Tracking Number:</i>	<i>ALLD-127797039</i>	<i>State:</i>	<i>Arkansas</i>
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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	11/10/2011	11/10/2011

<i>SERFF Tracking Number:</i>	<i>ALLD-127797039</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Allianz 365i R95331/Allianz 365i R95331</i>		

## Disposition

Disposition Date: 11/10/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLD-127797039 State: Arkansas

Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 50219

Company Tracking Number: ALLIANZ 365I R95331

TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed

Product Name: Allianz 365i R95331

Project Name/Number: Allianz 365i R95331/Allianz 365i R95331

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Advertising material		Yes
Supporting Document	Actuarial Certification		No
Form	Income Maximizer Rider		Yes
Form	Select Index Allocation Rider		Yes
Form	Death Benefit Enhancement Rider		Yes
Form	Rider Contract Schedule		Yes

SERFF Tracking Number: ALLD-127797039 State: Arkansas

Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 50219

Company Tracking Number: ALLIANZ 365I R95331

TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed

Product Name: Allianz 365i R95331

Project Name/Number: Allianz 365i R95331/Allianz 365i R95331

## Form Schedule

### Lead Form Number: R95331

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	R95331	Policy/Cont Income Maximizer ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.500	R95331.pdf
	R95333	Policy/Cont Select Index ract/Fratern Allocation Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		60.600	R95333.pdf
	R95334	Policy/Cont Death Benefit ract/Fratern Enhancement Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.900	R95334.pdf
	CS95331	Schedule Rider Contract Pages Schedule	Initial		50.000	CS95331.pdf

# Income Maximizer Rider

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**This rider provides guaranteed Lifetime Withdrawals based on new contract values as described below.**

The Company has issued this rider as a part of the contract. If there are any conflicts between this rider and the contract, the provisions of this rider will prevail.

Before the Lifetime Withdrawal Start Date, you must repay or resolve all outstanding loans.

After the Lifetime Withdrawal Start Date, we will not accept Additional Premium.

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## Protected Income Value

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On the Contract Date, the Protected Income Value is equal to the Accumulation Value.

If you pay Additional Premium during a Contract Year, the Protected Income Value will increase. The amount of the increase is equal to the Additional Premium plus any corresponding Bonus.

If you take a Partial Surrender, Lifetime Withdrawal or Cumulative Withdrawal, the Protected Income Value will decrease by the same percentage that the Accumulation Value is decreased.

At the end of each Contract Year before the Lifetime Withdrawal Start Date, if the age of the youngest Eligible Person is less than or equal to the Maximum Eligible Age shown on the Rider Contract Schedule, the Protected Income Value will increase by the Protected Income Value Credit. The Protected Income Value Credit is equal to the Guaranteed Interest Credit plus the Earned Interest Credit.

At the end of each Contract Year, the Guaranteed Interest Credit is equal to the Adjusted Premium multiplied by the Guaranteed Interest Credit Rate shown on the Rider Contract Schedule. The Guaranteed Interest Credit will never be less than zero.

The Earned Interest Credit is equal to the sum of all allocated Earned Interest Credits. The allocated Earned Interest Credit is equal to the percentage of the Accumulation Value in that allocation at the beginning of the Contract Year multiplied by the Interest Rate or Current Credited Rate applicable for that allocation for that Contract Year multiplied by the Adjusted Premium at the end of that Contract Year.

On the Contract Date, the Adjusted Premium is equal to the Initial Premium. If you take a Partial Surrender, the Adjusted Premium will decrease on the date of the Partial Surrender by the same percentage that the Accumulation Value is decreased. If you pay Additional Premium, the Adjusted Premium will increase on the next Contract Anniversary by the Additional Premium amount. After the Lifetime Withdrawal Start Date, the Adjusted Premium will be equal to zero.

At the beginning of each Contract Year, if the Protected Income Value is less than the Accumulation Value, we will set the Protected Income Value equal to the Accumulation Value.

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## Lifetime Withdrawals

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You may begin Lifetime Withdrawals on the Contract Date, or on any subsequent Contract Anniversary, by providing us Notice. The Age of the Designated Specified Person on the Lifetime Withdrawal Start Date must be within the Eligible Age Range shown on the Rider Contract Schedule.

If you wish to begin Lifetime Withdrawals on the Contract Date, we must receive Notice at the time of application. If you wish to begin Lifetime Withdrawals on a subsequent Contract Anniversary, we must receive Notice within [21] calendar days after that Contract Anniversary. Otherwise, Lifetime Withdrawals will not begin until the next Contract Anniversary. We will make Lifetime Withdrawals according to the lifetime withdrawal option and withdrawal frequency you select.

You must select a lifetime withdrawal option when you provide us Notice that you wish to begin Lifetime Withdrawals. After the Lifetime Withdrawal Start Date, you cannot change the lifetime withdrawal option.



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## **Lifetime Withdrawals** *(continued from the previous page)*

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You may select a monthly, quarterly, semi-annual, or annual withdrawal frequency. If you do not specify a withdrawal frequency, we will make Lifetime Withdrawals monthly at the end of each Contract Month. If the specified withdrawal frequency results in Lifetime Withdrawals that are less than the Minimum Lifetime Withdrawal, we will make Lifetime Withdrawals annually at the beginning of each Contract Year. You may change the withdrawal frequency by providing us Notice. If we receive Notice at least [21] calendar days before a Contract Anniversary, the change will be effective as of that Contract Anniversary. Otherwise, the change will not be effective until the next Contract Anniversary.

You may change the amount of your Lifetime Withdrawals by providing us Notice. We reserve the right to require that Lifetime Withdrawals be in an amount no less than the Minimum Lifetime Withdrawal shown on the Rider Contract Schedule. You can request Lifetime Withdrawals in any amount from the Minimum Lifetime Withdrawal up to the Annual Maximum each Contract Year. If you do not want to receive Lifetime Withdrawals in a Contract Year, you may request zero. If we receive Notice at least [21] days before a Contract Anniversary, the change will be effective as of that Contract Anniversary. Otherwise, the change will not be effective until the next Contract Anniversary.

We will pay Lifetime Withdrawals until the Annuity Date or until Termination of this Rider, whichever occurs first, even if the Accumulation Value or Cash Surrender Value is equal to zero. If the Accumulation Value is greater than zero but less than the Lifetime Withdrawal, we will add the difference to the Accumulation Value so that the Accumulation Value is equal to the Lifetime Withdrawal. Once the Accumulation Value is equal to zero, we will pay the Annual Maximum each Contract Year and Lifetime Withdrawals will be treated as Annuity Payments for tax purposes.

### **How we calculate the Annual Maximum**

We calculate the Annual Maximum on the Lifetime Withdrawal Start Date and on each subsequent Contract Anniversary based on the lifetime withdrawal option you select, the Lifetime Withdrawal Percentage and the Protected Income Value. If Lifetime Withdrawals begin on the Contract Date, we calculate the Annual Maximum and the Rider Charge at the same time after we add the Initial Premium plus any corresponding Bonus and before we deduct any Lifetime Withdrawals. On subsequent Contract Anniversaries, we calculate the Annual Maximum and the Rider Charge at the same time after we credit any interest and before we add any Additional Premium plus any corresponding Bonus and deduct any Lifetime Withdrawals, any Cumulative Withdrawals, any Partial Surrenders, and any corresponding Partial Surrender Charges. So long as you do not take a Partial Surrender, subsequent Annual Maximums will never decrease.

On the Lifetime Withdrawal Start Date, the Annual Maximum is equal to the applicable Lifetime Withdrawal Percentage multiplied by the Protected Income Value.

### **How we calculate the Lifetime Withdrawal Percentage**

We calculate the Lifetime Withdrawal Percentage on the Lifetime Withdrawal Start Date based on the Age of the Designated Specified Person, the lifetime withdrawal option you select, and whether you select single-life or joint-life withdrawals. After the Lifetime Withdrawal Start Date, the Lifetime Withdrawal Percentage will not change. The Lifetime Withdrawal Percentages for Options 1 and 2 are shown on the Rider Contract Schedule. The Lifetime Withdrawal Percentage for Option 3 will be determined on the Lifetime Withdrawal Start Date, but will never be less than the Lifetime Withdrawal Percentage Guarantee shown on the Rider Contract Schedule.

#### **Option 1**

On any subsequent Contract Anniversary, if the Protected Income Value multiplied by the Lifetime Withdrawal Percentage is greater than the Annual Maximum and you took the Annual Maximum during the previous Contract Year, the Annual Maximum will increase. The new Annual Maximum will equal the Protected Income Value multiplied by the Lifetime Withdrawal Percentage. Otherwise, the Annual Maximum will not increase.

#### **Option 2**

On the Lifetime Withdrawal Start Date, we link the Annual Maximum to your allocations in the same proportions that your Accumulation Value is allocated. On any subsequent Contract Anniversary, if you took the Annual Maximum during the previous Contract Year, the Annual Maximum may increase:

- if we calculated a positive Interest Rate for an Index Allocation at the end of the previous Contract Year, any portion of the Annual Maximum linked to that allocation during that Contract Year will increase by that Interest Rate; and
- any portion of the Annual Maximum linked to the Interest Allocation during the previous Contract Year will increase by the Current Credited Rate from the previous Contract Year.

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## **Lifetime Withdrawals** *(continued from the previous page)*

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Otherwise, the Annual Maximum will not increase.

If you reallocate your Accumulation Value, we will link the Annual Maximum to your allocations in the same proportions that your Accumulation Value is reallocated.

Even if your Accumulation Value is equal to zero, the Annual Maximum may increase as described above. Once your Accumulation Value is equal to zero, you may continue to link the Annual Maximum in the same proportions that your Accumulation Value was last allocated, or you may select new proportions for the Annual Maximum by providing us Notice. If we receive Notice within [21] calendar days after that Contract Anniversary, the change will be effective as of that Contract Anniversary. Otherwise, the change will not be effective until the next Contract Anniversary.

### **Option 3**

On any CPI-U Anniversary, if the Locked-in CPI-U Value for that CPI-U Anniversary is greater than the immediately preceding Locked-in CPI-U Value, and you took the Annual Maximum during the previous Contract Year, the Annual Maximum will increase. The new Annual Maximum will equal the Annual Maximum for the previous Contract Year multiplied by the Locked-in CPI-U Value for that CPI-U Anniversary divided by the immediately preceding Locked-in CPI-U Value. Otherwise, the Annual Maximum will not increase.

After the last CPI-U Anniversary, the Annual Maximum will no longer increase.

### **Single-life and Joint-life Withdrawals**

If there is one Eligible Person, you must select single-life withdrawals and the Eligible Person becomes the Designated Specified Person. We will pay Lifetime Withdrawals as long as the Specified Person is living.

If there are two Eligible Persons who are spouses, you may select single-life or joint-life withdrawals.

- If you select single-life withdrawals, you must designate one spouse to become the Designated Specified Person. We will pay Lifetime Withdrawals as long the Designated Specified Person is living.
- If you select joint-life withdrawals, both spouses become Specified Persons, and the younger spouse is the Designated Specified Person. We will pay Lifetime Withdrawals as long as either spouse is living.

Spouses must qualify as such under federal law. If Specified Persons are no longer spouses after the Lifetime Withdrawal Start Date, you must provide us Notice in order for us to remove one Specified Person from the contract. If Specified Persons are no longer spouses after the Lifetime Withdrawal Start Date, and we receive Notice that a Specified Person dies before we receive Notice that the Specified Persons are no longer spouses, then this rider will terminate and the Lifetime Withdrawals will stop.

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## **Cumulative Withdrawal Amount**

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On the Contract Date the Cumulative Withdrawal Amount is equal to zero.

At the end of each Contract Year after the Lifetime Withdrawal Start Date, if you took Lifetime Withdrawals less than the Annual Maximum during that Contract Year, we will increase the Cumulative Withdrawal Amount by the difference.

If you take a Cumulative Withdrawal, the Cumulative Withdrawal Amount will decrease by the amount of the Cumulative Withdrawal.

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## Cumulative Withdrawals

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After you have taken Lifetime Withdrawals up to your Annual Maximum, you may take Cumulative Withdrawals at any time, for any amount up to the Cumulative Withdrawal Amount by providing us Notice.

Once the Accumulation Value is equal to zero, we will pay a Cumulative Withdrawal equal to the Cumulative Withdrawal Amount and the Cumulative Withdrawal Amount will permanently equal zero.

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## Accumulation Value

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The following provision is added.

### **How Lifetime Withdrawals and Cumulative Withdrawals decrease the Accumulation Value**

If you take a Lifetime Withdrawal or Cumulative Withdrawal, the Accumulation Value will decrease on the day of the withdrawal by the withdrawal amount. The Accumulation Value in each allocation will decrease by the same percentage that the total Accumulation Value decreases.

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## Guaranteed Minimum Value

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The following provision is added.

### **How Lifetime Withdrawals and Cumulative Withdrawals decrease the Guaranteed Minimum Value**

If you take a Lifetime Withdrawal or Cumulative Withdrawal, the Guaranteed Minimum Value will decrease on the day of the withdrawal by the withdrawal amount. The Guaranteed Minimum Value in each allocation will decrease by the same percentage that the total Guaranteed Minimum Value decreases.

If the decrease from an allocation is greater than the Guaranteed Minimum Value in that allocation, we will take the excess from the remaining allocations, in order from lowest to highest GMV Rates. If multiple allocations have the same GMV Rate, then we will take an equal amount of the excess from each of those allocations.

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## Surrenders

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The following is added to the "Penalty-free Partial Surrenders" provision.

### **Penalty-free Partial Surrenders**

Penalty-free Partial Surrenders are no longer available on and after the Lifetime Withdrawal Start Date. If you take a Partial Surrender after the Lifetime Withdrawal Start Date and during the Surrender Charge Period, it will be a Partial Surrender with a penalty.

The following provision is added.

### **How Partial Surrenders decrease the Annual Maximum**

If you take a Partial Surrender after the Lifetime Withdrawal Start Date, the Annual Maximum will decrease by the same percentage that the Accumulation Value is decreased. The amount of the decrease is equal to the Annual Maximum multiplied by the Partial Surrender amount, then divided by the Accumulation Value.

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## Annuity Payments

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The following replaces the second paragraph of the contract section "Annuity Payments."

The Annuity Date is the date on which Annuity Payments begin. The scheduled Annuity Date is shown on the Contract Schedule. If you did not select an Annuity Date at contract issue, a default date is shown on the Contract Schedule. You may select a different date, subject to our approval. The latest Annuity Date you can select is the Maximum Annuity Date shown on the Rider Contract Schedule. In no event will the Annuity Date be later than that permitted by applicable state or federal law.

The following is added to the "**Option B – Installments for Life**" annuity Option under the "Annuity Payments" section.

### **Option B – Installments for Life**

If the Annuitant is an Eligible Person, total installments for each Contract Year will never be less than the current single-life Annual Maximum available for the Annuitant.

The following is added to the "**Option F – Joint and Survivor Annuity**" annuity Option under the "Annuity Payments" section.

### **Option F – Joint and Survivor Annuity**

If both Annuitants are Eligible Persons, total installments for each Contract Year will never be less than the current joint-life Annual Maximum available for the Annuitants.

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## Annuity Payments on and after the Maximum Annuity Date

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If you are taking Lifetime Withdrawals on the Maximum Annuity Date, Lifetime Withdrawals will terminate. If the Cumulative Withdrawal Amount is greater than zero, we will pay a Cumulative Withdrawal equal to the Cumulative Withdrawal Amount.

If the Accumulation Value is greater than zero after any Cumulative Withdrawal is paid, you may:

- a) request a Full Surrender;
- b) select an annuity Option based on the remaining Accumulation Value; or
- c) begin Annuity Payments based on the Annual Maximum. Annuity Payments based on the Annual Maximum are defined as annuity Option B – Installments for Life or annuity Option F – Joint and Survivor Annuity.

If you do not select one of the three options above, we will make Annuity Payments according to option c) above, which are Annuity Payments based on the Annual Maximum.

If the Accumulation Value is equal to zero after any Cumulative Withdrawal is paid, we will make Annuity Payments according to option c) above, which are Annuity Payments based on the Annual Maximum.

If you receive Annuity Payments based on the Annual Maximum, the Accumulation Value will no longer exist and you can no longer request a Full or Partial Surrender. We will establish a Remaining Value that is equal to the Accumulation Value on the Maximum Annuity Date. Annuity Payments will decrease the Remaining Value by the amount of each Annuity Payment.

If you receive Annuity Payments based on the Annual Maximum and you were taking Lifetime Withdrawals under Option 2, we link the Annuity Payments to your allocations on the Maximum Annuity Date in the same proportions that your Accumulation Value was last allocated. On any subsequent Contract Anniversary, the Annuity Payments may increase:

- Any portion of the Annuity Payments linked to an Index Allocation with a positive Interest Rate for the previous Contract Year will increase by that Interest Rate.
- Any portion of the Annuity Payments linked to the Interest Allocation will increase by the Current Credited Rate from the previous Contract Year.

Otherwise, the Annuity Payments will not increase.

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## **Annuity Payments on and after the Maximum Annuity Date** *(continued from the previous page)*

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You may continue to link the Annuity Payments in the same proportions that your Accumulation Value was last allocated, or you may select new proportions for the Annuity Payments by providing us Notice. If we receive Notice within [21] calendar days after that Contract Anniversary, the change will be effective as of that Contract Anniversary. Otherwise, the change will not be effective until the next Contract Anniversary.

If you receive Annuity Payments based on the Annual Maximum and you were taking Lifetime Withdrawals under Option 3, on any CPI-U Anniversary, if the Locked-in CPI-U Value for that CPI-U Anniversary is greater than the immediately preceding Locked-in CPI-U Value, and you took Annuity Payments during the previous Contract Year, Annuity Payments will increase. New Annuity Payments will equal the Annuity Payments for the previous Contract Year multiplied by the Locked-in CPI-U Value for that CPI-U Anniversary divided by the immediately preceding Locked-in CPI-U Value. Otherwise, Annuity Payments will not increase. After the last CPI-U Anniversary, Annuity Payments will no longer increase.

### **Single-life Annuity Payments based on the Annual Maximum**

If you take Annuity Payments based on the Annual Maximum and you were taking single-life Lifetime Withdrawals, the Specified Person becomes the Annuitant, and we will pay installments as long as the Annuitant is living. Total installments for each Contract Year will be equal to the Annual Maximum, which may increase as described above.

When the Annuitant dies, installments will terminate, and we will pay any Remaining Value to the Beneficiary.

### **Joint-life Annuity Payments based on the Annual Maximum**

If you take Annuity Payments based on the Annual Maximum and you were taking joint-life Lifetime Withdrawals, both Specified Persons if living become Annuitants, and we will pay installments as long as either Annuitant is living. Total installments for each Contract Year will be equal to the Annual Maximum, which may increase as described above.

When both Annuitants have died, installments will terminate and we will pay any Remaining Value to the Beneficiary.

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## **Payment of the Death Benefit**

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The following replaces the first two sentences of the contract section "Death Benefit."

### **Death Benefit**

The Death Benefit is equal to the greatest of the Accumulation Value, Cumulative Withdrawal Amount, or the Guaranteed Minimum Value.

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## **General Provisions**

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The following section replaces the contract section "Termination."

### **Termination**

The contract will terminate at the earliest of:

- (a) our receipt of your written request for Full Surrender; or
- (b) the date that our last payment obligation is met.

The contract provisions that do not apply to our payment obligations terminate on the Annuity Date.

The following sections are added to the contract section "General Provisions."

### **Proof of Specified Person**

The Age of the Designated Specified Person on the Lifetime Withdrawal Start Date must be within the Eligible Age Range shown on the Rider Contract Schedule. We may require proof of the Age of the Designated Specified Person.

After Lifetime Withdrawals begin, we may periodically require proof that any Specified Person is still living.

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## **General Provisions** *(continued from the previous page)*

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### **Misstatement of Age of the Designated Specified Person**

If there is a misstatement of the Age of the Designated Specified Person, we will adjust the Annual Maximum based on the correct Lifetime Withdrawal Percentage. If the misstatement caused an underpayment, we will pay you the difference in a lump sum. If the misstatement caused an overpayment, we will reduce your next Lifetime Withdrawal by the amount of the difference. If the amount of the difference is larger than your next Lifetime Withdrawal, we will reduce the subsequent Lifetime Withdrawal, and so on until the entire difference has been subtracted.

If we learn the Age of the Designated Specified Person was greater than the Maximum Eligible Age on the Lifetime Withdrawal Start Date, Lifetime Withdrawals will stop and this rider will terminate.

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## **Glossary**

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The following terms are added to the "Glossary" section of the contract.

### **CPI-U**

The CPI-U is the Consumer Price Index for Urban Areas, U.S. City Average (unadjusted), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the CPI-U is discontinued or if the calculation of the CPI-U is changed substantially, we will seek regulatory approval to substitute a comparable Index. When we receive approval, we will send you and any assignee of record notice of the substitution at your last known addresses.

### **CPI-U Anniversary**

A CPI-U Anniversary is a Contract Anniversary on which the Annual Maximum may increase under Option 3. CPI-U Anniversaries are shown on the Rider Contract Schedule.

### **Current CPI-U Value**

We determine a Current CPI-U Value on the Lifetime Withdrawal Start Date and on each CPI-U Anniversary. The Current CPI-U Value on each of these dates is equal to the CPI-U Value for the most recent CPI-U Month. The CPI-U Month is shown on the Rider Contract Schedule.

### **Designated Specified Person**

A Specified Person whose Age we use in calculating the Lifetime Withdrawal Percentage. If there are two Specified Persons, the younger Specified Person is the Designated Specified Person. Otherwise, the Specified Person is the Designated Specified Person.

### **Eligible Person**

Eligible Persons are determined based on the contract's ownership and tax qualification status, and are shown on the Rider Contract Schedule.

If you are the sole individual Owner of the contract, you are an Eligible Person. If you are the sole individual Owner of the contract and your spouse is the sole primary Beneficiary, both spouses are Eligible Persons.

If the contract is jointly owned, both Owners are Eligible Persons.

Under contracts that are qualified under the federal tax code, if the Owner is the primary Beneficiary and is a non-individual and the Annuitant and the sole contingent Beneficiary are spouses, both spouses are Eligible Persons.

Under contracts that are not qualified under the federal tax code, if the Owner is a non-individual, [only] the Annuitant is an Eligible Person.

Spouses must qualify as such under federal law.

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## **Glossary** *(continued from the previous page)*

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### **Locked-in CPI-U Value**

We determine a Locked-in CPI-U Value on the Lifetime Withdrawal Start Date and on each CPI-U Anniversary. On the Lifetime Withdrawal Start Date, the Locked-in CPI-U Value is equal to the Current CPI-U Value. On any CPI-U Anniversary, if the Current CPI-U Value is greater than the immediately preceding Locked-in CPI-U Value, the Locked-in CPI-U Value will increase. The increase is equal to the Locked-in CPI-U Value multiplied by the lesser of:

- The result of the Current CPI-U Value divided by the Locked-in CPI-U Value, then minus 1; or
- The Maximum Increase Percentage shown on the Rider Contract Schedule.

Otherwise, the Locked-in CPI-U Value will not increase. The Locked-in CPI-U Value will be shown on the Annual Report.

### **Lifetime Withdrawal Start Date**

The Lifetime Withdrawal Start Date is the date you begin Lifetime Withdrawals.

### **Specified Person**

An Eligible Person you select throughout whose life we will pay Lifetime Withdrawals. If you select single-life withdrawals, we will pay Lifetime Withdrawals as long as the Specified Person is living; if you select joint-life withdrawals, we will pay Lifetime Withdrawals as long as either Specified Person is living.

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## **Rider Charge**

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We calculate the annual Rider Charge for this rider on the Contract Date and on each Contract Anniversary. On the Contract Date, we calculate the Rider Charge and the Annual Maximum at the same time after we add the Initial Premium plus any corresponding Bonus and before we deduct any Lifetime Withdrawals. On subsequent Contract Anniversaries, we calculate the Rider Charge and the Annual Maximum at the same time after we credit any interest and before we add any Additional Premium plus any corresponding Bonus and deduct any Lifetime Withdrawals, any Cumulative Withdrawals, any Partial Surrenders, and any corresponding Partial Surrender Charges. The annual Rider Charge is equal to the Rider Charge Rate shown on the Rider Contract Schedule multiplied by the Protected Income Value. On each Monthly Anniversary Day during that Contract Year, after we credit any interest, we will decrease the Accumulation Value and the Guaranteed Minimum Value by 1/12th of the Rider Charge. The Rider Charge will not decrease the Protected Income Value, or the Cumulative Withdrawal Amount. The Rider Charge will be taken pro-rata from each of your allocations.

The Rider Charge will terminate on the earliest of:

- a) the date the Accumulation Value is equal to zero;
- b) the date of Termination of this Rider; or
- c) the Annuity Date.

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## **Termination of this Rider**

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This rider terminates on the earliest of:

- a) the date the contract terminates;
- b) the Monthly Anniversary Day following the date we receive Notice to terminate this rider. You may not terminate this rider before the Earliest Termination Date shown on the Rider Contract Schedule;
- c) the date our last payment obligation has been met; or
- d) the date we learn the Age of the Designated Specified Person was greater than the Maximum Eligible Age on the Lifetime Withdrawal Start Date.

---

## Reinstatement of this Rider

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Once this rider terminates, it may not be reinstated.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this rider.

Signed for the Company at its home office.

**Allianz Life Insurance Company  
of North America**

**[**

Maureen A. Phillips  
Secretary

**]**

Gary C. Bhojwani  
President and CEO



## Select Index Allocation Rider

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**This rider describes the Allocation Charge if your contract values are allocated to a Select Index Allocation.**

The Company has issued this rider as a part of the contract. If there are any conflicts between this rider and the contract, the provisions of this rider will prevail.

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### Allocation Options

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The following is added to the "Allocation Options" section.

Index Allocations include both Standard Index Allocations and Select Index Allocations.

#### Allocation Charge

If your contract values are allocated to a Select Index Allocation, we calculate an annual Allocation Charge at the beginning of each Contract Year. The annual Allocation Charge for a Select Index Allocation is equal to the Allocation Charge Percentage multiplied by the allocated Accumulation Value in that allocation. The Allocation Charge Percentage is shown on the Contract Schedule.

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### Accumulation Value

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The following is added to the "Accumulation Value" section.

#### How your Accumulation Value is decreased by Allocation Charges

If your contract values are allocated to a Select Index Allocation, the allocated Accumulation Value in that allocation will decrease by the amount of the annual Allocation Charge for that allocation at the beginning of each Contract Year.

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### Protected Income Value

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The following is added to the "Protected Income Value" section.

Any Allocation Charge incurred will reduce the Protected Income Value at the beginning of each Contract Year. We decrease the Protected Income Value by the sum of the annual Allocation Charges for that Contract Year.

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### Termination of this Rider

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This rider terminates at the earliest of the Lifetime Withdrawal Start Date, the Annuity Date, or on the date the contract terminates.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this rider.

Signed for the Company at its home office.

**Allianz Life Insurance Company  
of North America**

[

Maureen A. Phillips  
Secretary

]

Gary C. Bhojwani  
President and CEO

# Death Benefit Enhancement Rider

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**This rider provides for a Death Benefit upon death as described below.**

The Company has issued this rider as a part of the contract. If there are any conflicts between this rider and the contract, the provisions of this rider will prevail. When this rider is issued with the Income Maximizer Rider, the provisions of this rider in the section "Payment of the Death Benefit" shall prevail over that section in the Income Maximizer Rider.

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## Payment of the Death Benefit

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### **For contracts issued without the Income Maximizer Rider:**

The following replaces the first two sentences of the contract section "Death Benefit" for contracts issued without the Income Maximizer Rider and also applies to contracts issued with the Income Maximizer Rider when the Income Maximizer Rider is terminated after the Contract Date.

### **Death Benefit**

The Death Benefit is equal to the greater of the Guaranteed Minimum Value or the sum of the Death Benefit Enhancement Amount and the Accumulation Value.

The Death Benefit Enhancement Amount is equal to the Accumulated Credit multiplied by the Death Benefit Enhancement Rate as shown on the Rider Contract Schedule. The Accumulated Credit is equal to the sum of any interest earned on the Accumulation Value during the Accumulation Period. If you take a penalty-free Partial Surrender or a Partial Surrender with a penalty, the Accumulated Credit will decrease in the same percentage that the Accumulation Value is decreased.

The following replaces the contract section "Continuation of contract by the surviving spouse."

### **Continuation of contract by the surviving spouse**

A surviving spouse who is either a surviving Joint Owner or the Beneficiary of a sole Owner may select to continue this contract as a sole Owner instead of receiving payment of the Death Benefit. The surviving spouse may do this by sending us Notice of this selection before we pay the Death Benefit. The selection will be effective when we receive Notice. Spouses must qualify as such under federal tax law.

If a surviving spouse continues the contract, on the date we receive Notice, we will:

- add the Death Benefit Enhancement Amount to the Accumulation Value in the same proportions that your Accumulation Value is allocated;
- the Death Benefit Enhancement Amount and Accumulated Credit will be reset to zero; and
- the Death Benefit Enhancement Amount will begin to accumulate credits as described above.

If the Death Benefit Enhancement Amount is added to the Accumulation Value during a Contract Year, you will earn interest on the Death Benefit Enhancement Amount at the end of the Contract Year for the proportionate period of the Contract Year that the Death Benefit Enhancement Amount was added to the Accumulation Value. The proportionate period is the number of days between the date the Death Benefit Enhancement Amount is added to the Accumulation Value and the end of the Contract Year, divided by 365.

If the surviving spouse selects to continue this contract as the Owner, he or she may exercise all the Ownership rights under this contract. This includes the right to name a new Beneficiary or Beneficiaries. If the surviving spouse dies without naming any new Beneficiaries, the Death Benefit will be paid to his or her estate.

### **For contracts issued with the Income Maximizer Rider:**

The following replaces the first two sentences of the contract section "Death Benefit" and the "Payment of the Death Benefit" section of the Income Maximizer Rider until it is terminated.

### **Death Benefit**

The Death Benefit is equal to the greatest of the Cumulative Withdrawal Amount, the Guaranteed Minimum Value, or the sum of the Death Benefit Enhancement Amount and the Accumulation Value.

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## **Payment of the Death Benefit** *(continued from the previous page)*

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The Death Benefit Enhancement Amount is equal to the Accumulated Credit multiplied by the Death Benefit Enhancement Rate as shown on the Rider Contract Schedule. The Accumulated Credit is equal to the sum of any interest earned on the Accumulation Value during the Accumulation Period. If you take a penalty-free Partial Surrender or a Partial Surrender with a penalty, the Accumulated Credit will decrease in the same percentage that the Accumulation Value is decreased.

Lifetime Withdrawals and Cumulative Withdrawals will not decrease the Accumulated Credit.

The following replaces the contract section "Continuation of contract by the surviving spouse."

### **Continuation of contract by the surviving spouse**

A surviving spouse who is either a surviving Joint Owner or the Beneficiary of a sole Owner may select to continue this contract as a sole Owner instead of receiving payment of the Death Benefit. The surviving spouse may do this by sending us Notice of this selection before we pay the Death Benefit. The selection will be effective when we receive Notice. Spouses must qualify as such under federal tax law.

If a surviving spouse continues the contract, on the date we receive Notice, we will:

- add the Death Benefit Enhancement Amount to the Accumulation Value in the same proportions that your Accumulation Value is allocated;
- the Death Benefit Enhancement Amount and Accumulated Credit will be reset to zero; and
- the Death Benefit Enhancement Amount will begin to accumulate credits as described above.

If the Death Benefit Enhancement Amount is added to the Accumulation Value during a Contract Year, you will earn interest on the Death Benefit Enhancement Amount at the end of the Contract Year for the proportionate period of the Contract Year that the Death Benefit Enhancement Amount was added to the Accumulation Value. The proportionate period is the number of days between the date the Death Benefit Enhancement Amount is added to the Accumulation Value and the end of the Contract Year, divided by 365.

If the surviving spouse selects to continue this contract as the Owner, he or she may exercise all the Ownership rights under this contract. This includes the right to name a new Beneficiary or Beneficiaries. If the surviving spouse dies without naming any new Beneficiaries, the Death Benefit will be paid to his or her estate.

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## **Termination of this Rider**

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This rider terminates on the earliest of:

- a) the Annuity Date;
- b) the date we receive proof of death and a fully completed claim form for an Owner (or Annuitant if the contract is owned by a non-individual), unless a surviving spouse continues the contract; or
- c) the date the contract terminates.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this rider.

Signed for the Company at its home office.

**Allianz Life Insurance Company  
of North America**

[

Maureen A. Phillips  
Secretary

]

Gary C. Bhojwani  
President and CEO

**Death Benefit Enhancement Rider**

Death Benefit Enhancement Rate [25]%

**Income Maximizer Rider**

Eligible Person(s): [John Doe]  
[Jane Doe]  
Maximum Annuity Date: [October 15, 2051]  
Eligible Age Range: [50-100]  
Maximum Eligible Age: [100]  
Minimum Lifetime Withdrawal: \$[100]  
Guaranteed Interest Credit Rate: [6]%  
Rider Charge Rate: [1.20]%  
Earliest Termination Date: [October 15, 2016]

**Lifetime Withdrawal Percentages****Option 1**

Age	Single Payout Percentage	Joint Payout Percentage
[50-54]	[4.50]%	[4.00]%
[55-59]	[4.50]%	[4.00]%
[60-64]	[5.00]%	[4.50]%
[65-69]	[5.00]%	[4.50]%
[70-74]	[5.50]%	[5.00]%
[75-79]	[5.50]%	[5.00]%
[80-84]	[6.00]%	[5.50]%
[85-89]	[6.00]%	[5.50]%
[90-94]	[6.00]%	[5.50]%
[95-100]	[6.00]%	[5.50]%

**Option 2**

Age	Single Payout Percentage	Joint Payout Percentage
[50-54]	[3.50]%	[3.00]%
[55-59]	[3.50]%	[3.00]%
[60-64]	[4.00]%	[3.50]%
[65-69]	[4.00]%	[3.50]%
[70-74]	[4.50]%	[4.00]%
[75-79]	[4.50]%	[4.00]%
[80-84]	[5.00]%	[4.50]%
[85-89]	[5.00]%	[4.50]%
[90-94]	[5.00]%	[4.50]%
[95-100]	[5.00]%	[4.50]%

**Option 3**

Lifetime Withdrawal Percentage Guarantee: [2]%  
CPI-U Anniversaries: first [20] Contract Anniversaries after the Lifetime Withdrawal Start Date  
CPI-U Month: [August]  
Maximum Increase Percentage: [10]%

<i>SERFF Tracking Number:</i>	<i>ALLD-127797039</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allianz Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	<i>50219</i>
<i>Company Tracking Number:</i>	<i>ALLIANZ 365I R95331</i>		
<i>TOI:</i>	<i>A07I Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A07I.001 Equity Indexed</i>
<i>Product Name:</i>	<i>Allianz 365i R95331</i>		
<i>Project Name/Number:</i>	<i>Allianz 365i R95331/Allianz 365i R95331</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachments:</b>		
Certificate of Compliance Reg 19 and 11-83 incl EI cert.pdf		
Certificate of Readability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
These policy forms will be used with application ANN-03, approved 2/17/2009 under SERFF #ALLD-126024037, AR tracking #41478.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo		
<b>Comments:</b>		
<b>Attachment:</b>		
Act Memo.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b>		
Statement of Variability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
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SERFF Tracking Number: ALLD-127797039 State: Arkansas  
Filing Company: Allianz Life Insurance Company of North America  
Company Tracking Number: ALLIANZ 365I R95331  
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed  
Product Name: Allianz 365i R95331  
Project Name/Number: Allianz 365i R95331/Allianz 365i R95331

**Satisfied - Item:** Advertising material

**Comments:**

**Attachments:**

Allianz 365i Annuity Illustration.pdf  
CB95331 Consumer Brochure.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Actuarial Certification

**Comments:**

**Attachment:**

AR Act Cert.pdf

## CERTIFICATE OF COMPLIANCE

Allianz Life Insurance Company of North America hereby certifies that the policy forms listed below are in compliance with all of the requirements of Arkansas Rule and Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

Allianz Life Insurance Company of North America also certifies that the guidelines of Arkansas Bulletin 11-83 have been reviewed relative to the forms listed below. The forms comply with all provisions of the Bulletin.

In addition, we certify that the forms comply with the Arkansas External-Indexed Contract Guidelines for Disclosure and Advertising and Agent Education.

Allianz Life Insurance Company of North America



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Martin G. Kline  
Senior Director Actuary

November 8, 2011

Contract Form Numbers:

R95331  
R95333  
R95334  
CS95331



Allianz Life Insurance Company  
of North America  
5701 Golden Hills Drive  
Minneapolis, MN 55416-1297  
800.950.7372



#### CERTIFICATE OF READABILITY

Contract Form	Flesch Score
R95331	51.5
R95333	60.6
R95334	50.9
CS95331	50 when read with contract

It is hereby certified that each policy form listed above meets the minimum reading ease score required in your state.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

A handwritten signature in black ink, appearing to read "Martin G. Kline".

Date: 11/7/11

Martin G. Kline, Senior Director Actuary

**Statement of Variability**  
**Allianz Life Insurance Company of North America**  
**Rider Forms R95331, R95333, R95334, Contract Schedule Form CS95331**

Contract holder specific variable information such as names, dates, etc. is not detailed below.

**Rider Form R95331**

Variable	Minimum	Maximum	Current	Effective	Rationale
Rider Notice Period – “[x] calendar days”	10	60	21	Contract duration	Varies with administrative capabilities.
Non-qualified non-individual joint owners eligible person – “[only]”	N/A	N/A	N/A	Contract duration	This may be suppressed based on the availability of proper non-qualified tax interpretation on certain ownership structures.
Names and Signatures of Company Officers	N/A	N/A	N/A	N/A	These names/signatures will change if the officers change. If officers’ names change, we will prepare and submit all required filings at the time of any change.

**Rider Forms R95333 & R95334**

Variable	Minimum	Maximum	Current	Effective	Rationale
Names and Signatures of Company Officers	N/A	N/A	N/A	N/A	These names/signatures will change if the officers change. If officers’ names change, we will prepare and submit all required filings at the time of any change.

**Contract Schedule Form CS95331**

Variable	Minimum	Maximum	Current	Effective	Rationale
Death Benefit Enhancement Rider Section	N/A	N/A	N/A	N/A	This section will be suppressed if the Death Benefit Enhancement Rider is not attached to the contract.
Death Benefit Enhancement Rate	5%	50%	25%	Contract duration	Varies with market conditions and profitability concerns.
Income Maximizer Rider Section	N/A	N/A	N/A	N/A	This section will be suppressed if the Income Maximizer Rider is not attached to the contract.
Maximum Annuity Date	Anniversary corresponding to age 90	Anniversary corresponding to age 110	Anniversary corresponding to age 100	Contract duration	Based on legal and operational considerations.
Eligible Age Range	N/A	N/A	50-100	Contract duration	Varies with market conditions and profitability concerns.
Maximum Eligible Age	90	110	100	Contract duration	Varies with market conditions and profitability concerns.
Minimum Lifetime Withdrawal	\$1	\$1,000	\$100	Contract duration	Varies with market conditions and administrative capabilities.
Guaranteed Interest Credit Rate	1%	15%	6%	Contract duration	Varies with market conditions and profitability concerns.
Rider Charge Rate	0.50%	2.00%	1.20%	Contract duration	Varies with market conditions and profitability concerns.
Earliest Termination date	Contract date	Contract date + 10 years	Contract date + 5 years	Contract duration	Varies with market conditions and profitability concerns.

**Statement of Variability**  
**Allianz Life Insurance Company of North America**  
**Rider Forms R95331, R95333, R95334, Contract Schedule Form CS95331**

<b>Variable</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Current</b>	<b>Effective</b>	<b>Rationale</b>
Options 1 and 2: Lifetime Withdrawal Percentage: entire table	N/A	N/A	N/A	N/A	The entire table is bracketed to allow for the combining of age bands into one row. For example, rows [50-54] and [55-59] may be combined into [50-59] if corresponding withdrawal percentages are the same.
Options 1 and 2: Lifetime Withdrawal Percentages: age bands	40	100	50-100	Contract duration	Varies with market conditions and profitability concerns.
Options 1 and 2: Lifetime Withdrawal Percentages: banded percentages	1%	10%	3% - 6%	Contract duration	Varies with market conditions and profitability concerns.
Option 3: Lifetime Withdrawal Percentage Guarantee	1%	10%	2%	Contract duration	Varies with market conditions and profitability concerns.
CPI-U Anniversary – “first [x] Contract Anniversaries after the Simple Withdrawal Start Date”	5	50	20	Contract duration	Varies with market conditions and profitability concerns.
CPI-U Month	1 month before Contract Date	6 months before Contract Date	2 months before Contract Date	Contract duration	Dependent on timeliness of publication and operational requirements.
Maximum Increase Percentage	2%	20%	10%	Contract duration	Varies with market conditions and profitability concerns.